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#### Contract Database Metadata Elements

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Union: **City of Ithaca Administrative Unit 8901-01, CSEA, AFSCME**

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WC/6810

**AGREEMENT BETWEEN**  
**THE CITY OF ITHACA**  
**AND**  
**THE CITY OF ITHACA**  
**ADMINISTRATIVE UNIT**  
**OF THE TOMPKINS LOCAL 855, CSEA/AFSCME**

**January 1, 2003 - December 31, 2006**

**RECEIVED**

**AUG 27 2007**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



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ARTICLE I  
RECOGNITION

A. Administrative Unit

1. The City of Ithaca recognizes the Administrative Unit #8901-01 of the Tompkins County Local 855, of the Civil Service Employees Association, Inc. Local 1000 AFSCME, hereinafter referred to as the "Union", as the sole and exclusive representative for and on behalf of the employees of the Unit to include all employees in those titles listed on the attached Appendix A unless excluded by mutual agreement or by operation of Section 201.7(a) of the Taylor Law, and excluding all temporary employees as specified in the remainder of this Agreement.
2. In the event new titles are proposed by the City, the Union will be notified of the position and the bargaining unit in which the City proposes to place the position. Any dispute arising from the placement of a position in a specified bargaining unit will be referred to PERB for determination.
3. The employer agrees that the Administrative Unit shall be the sole and exclusive representative for all employees described in Section A.1, above, for the purpose of collective bargaining of all employees and settling grievances. The recognition granted to the Union shall continue for the maximum period allowed by Section 208 of the Civil Service Law of the State of New York.

B. Dues

1. The employer shall deduct from the wages of the employees and remit to C.S.E.A., Inc., regular membership dues to those employees who signed authorizations permitting such payroll deductions. Such dues shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 on a payroll period basis.
2. The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc. the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees to the Civil Service Association Inc., 143 Washington Avenue, Albany, New York 12210.
3. If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from a bargaining unit member's paycheck, such deduction shall be made from the next paycheck of the bargaining unit member and submitted to the collective bargaining representative. The Employer shall not be liable to the collective bargaining representative, bargaining unit member or any party for reason of the requirements of this Article of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

4. The City will make available on a quarterly basis, the City payroll roster to the President of the Union, or his/her designee, for the purpose of obtaining information available under the New York State Freedom of Information Act. Such request will be fulfilled at a mutual time and place.
- C. The City of Ithaca Administrative Unit affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, or to participate in such a strike.

## ARTICLE II

### MANAGEMENT RIGHTS

- A. The Union recognizes the right of the Common Council and the department heads to reorganize departments and services in the interest of improved or more efficient services to City residents provided such changes are not in violation of any other section of this Agreement or Law.
- B. It is agreed that the Employer retains the right to direct employees, to hire, promote, transfer, discipline subject to law and terms and conditions of this Agreement; to maintain the efficiency of operations entrusted to the employer; to determine the methods, means, process and personnel by which said operations are to be conducted, and to take whatever action is necessary to carry out the mission of the department, provided that such rights shall not be in violation of any section of this Agreement or mandatory sections of law.

## ARTICLE III

### RECIPROCAL RIGHTS

- A. All negotiations with respect to wages, hours, and working conditions shall be conducted by authorized representatives of the Union and the City during regular working hours or may be scheduled outside regular working hours upon mutual agreement of both parties. When meeting during working hours, the Union negotiating team shall consist of no more than five (5) City employees. In no event shall the City be required to pay overtime for employees who are involved in negotiating or conducting Union business. The Union and City may bring advisors as necessary to meetings.
- B. In accordance with the terms outlined in Section C below, the Union President or the President's designee, and the Officers of the Union shall have the right to visit the employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this agreement.
- C.
  1. The designated grievance representatives appearing on behalf of employees at each step of the grievance procedure shall not exceed one (1) representative per grievance, unless this requirement is waived by agreement of both parties.
  2. The C.S.E.A. Field Representative and agents of C.S.E.A. shall notify the Department Head on arrival of their presence and the reason for said visit.

3. The Union agrees that it and its members will restrict the amount of necessary union activity conducted on City time to the lowest possible minimum and agrees to do everything in its power to prevent abuse of City time for Union Activity and to counsel its members, when necessary, for any abuse of this privilege. The Union agrees that any member who must leave a job assignment to participate in a union activity will inform the department head or immediate supervisor as soon as the employee knows of the scheduled or unscheduled union activity. To the extent possible, the use of City time by an employee to participate in a union activity shall not cause the City to pay overtime to other employee. A union member who engages in the union activity on approved City time will furnish the Department Head with a general description of the time used (e.g., "2 hours--investigate employee grievance at youth bureau").
- D. The Union will promptly advise the Director of Human Resources, in writing, of all its officials and representatives and of any changes.
- E. The City agrees to provide up to a total of 240 hours of paid leave time to permit the Union President or the President's designee or Officers of the union to investigate grievances and or administer the terms and conditions of this contract, including representation of an employee at a grievance proceeding, provided, however, that to the extent possible, the use of this time does not require any department to pay overtime.
- F. The City shall provide the Union with space for a bulletin board(s) of reasonable size in the following areas: Police Department, Fire Department, City Hall, Youth Bureau, GIAC, Streets and Facilities Garage, and the Engineering and Utilities Division Offices, Water Treatment Plant and Wastewater Treatment Plant. The Union shall have the right to post notices and communications on such bulletin boards.
- G. The City shall supply to each newly hired bargaining unit employee a copy of the contract at time of hire. CSEA will print 200 copies (total) of the contract to be provided to bargaining unit employees. Twenty (20) copies will be provided to the City Human Resources Department and the remaining copies to be held by unit 8901-01 president to be released upon request.
- H.
  1. An employee who is elected as a member of the C.S.E.A. Board of Directors shall be granted twelve (12) days leave per year to attend designated meetings. The employee will provide as much advance notice as possible so as not to interfere with the efficiency of City operations. The City will be reimbursed all costs to the City for wages, salaries, fringe benefits and required statutory deductions in advance of such leave.
  2. The City will allow employees who are elected as delegates to the CSEA convention to use their own leave time to attend the CSEA Annual Convention. An employee who attends the CSEA Annual Convention must draw on the employee's own vacation, personal or compensatory leave time in order to be paid for attendance at this convention.



## ARTICLE IV

### LABOR-MANAGEMENT COMMITTEES

- A. A committee composed of three members of the Union and three representatives from the City Administration shall be formed to discuss conditions of employment that may arise during the term of this contract. The committee shall meet not later than thirty (30) days following a written request by the chairperson of either side, accompanied by a proposed agenda, made to the chairperson of the other side.
- B. No reprisals shall be taken by either side against any individual for statements made at such meetings.
- C. In an effort to facilitate labor/management relations and prevent concerns from escalating into more serious problems, each Department Head shall attempt to meet with the Union President and the departmental steward on a periodic basis to discuss, evaluate and resolve issues and concerns not covered by contract language. Such meetings shall be conducted informally and are intended solely to be a forum for open and honest discussion and communication.
- D. Any alleged violation of a memorandum of agreement and understanding reached in labor management shall be considered grievable and may be referred to the grievance procedure for resolution.

## ARTICLE V

### COMPENSATION

- A. Hiring Salary Plan For New Employees
  - 1. All new employees hired by the City into positions covered by this agreement shall be hired at salaries established in accordance with the "HIRING SALARY PLAN" (the plan), attached as Appendix A to this agreement. The starting salary for each new employee shall be based on the amount of relevant, job-related experience and/or education, which the employee possesses beyond the minimum qualifications required for the position.
  - 2. The starting salaries in the Plan shall be increased on an annual basis, at a rate of one-half of one percent (.5%) less than the negotiated salary increase for the Administrative Unit.

Effective January 1, 2005, in lieu of Article 5A(2) the salary schedule in Appendix A will be adjusted by 10%. All incumbent employees shall have their current salaries adjusted to the new hiring rate for the level at which they were hired if the employee's current salary is below the new Plan schedule on January 2, 2005.

B. Employee Wages For 2003 – 2006

1. Effective January 1, 2003 increase base pay 3.5% (retroactive).
2. Effective January 1, 2004 increase base pay 5% (retroactive).
3. Effective January 1, 2005 increase base pay 4.5%.
4. Effective January 1, 2006 increase base pay 4%.

C. Employee Incentive

The union agrees that it will participate in discussions of any City-wide employee incentive award program, should Common Council decide to implement one.

D. Part-Time Employees

1. All employees who work seventeen (17) or more hours per week but less than 30 hours per week, shall receive the benefits of this Agreement on a pro rata basis; provided, however, that health insurance coverage or contribution for said employees shall not be pro-rated.
2. All employees who work thirty (30) hours or more per week shall receive the benefits of this Agreement on a full-time basis (100 percent).

E. Employees may elect to participate in a direct payroll deposit plan.

F. Reinstatement Policy

Compensation Upon Reinstatement

1. An employee who resigns or otherwise relinquishes his/her position, and who is subsequently reinstated into the same position or an equivalent position not less than four months and not more than twelve months from the date of separation, shall be reinstated at the same salary the employee was earning at the time the employee relinquished his/her original position, plus any contractual increases applicable to the position during the period of absence; or at the contractual hiring rate per Appendix A, whichever is greater provided, however, that this section shall not apply to an employee who worked for the City of Ithaca for less than one year prior to the date of separation.
2. For the purposes of calculating vacation, sick leave and personal leave under this agreement, an employee reinstated pursuant to this section shall be credited with his/her original seniority date minus the separation period at the one-year reinstatement anniversary.
3. Upon reinstatement, the employee will accumulate benefits based on a new hire schedule until the one-year reinstatement anniversary date. At this time, the employees benefit accumulation rate will be based on his/her original seniority date

minus the separation period, and the balance of benefits accumulated during the first year will be credited to reflect a benefit accumulation rate during the first year consistent with their current benefit accumulation rate.

4. Any unused, accumulated sick time lost by an employee shall be restored. The restored sick days will be debited from the employee sick leave bank equal to the number of hours contributed at the employee's departure. Unused personal time and/or floating holidays shall be restored only if the employee is reinstated in the same calendar year as separation.
5. In the event an employee is reinstated in the same contract year that they left City employment, at no time are they entitled to more than three personal leave days in the contract year.
6. For all purposes other than vacation, sick and personal leave, the reinstatement date shall determine seniority, unless otherwise provided by NYS Civil Service Law.

**G. Promotion and Demotion Salary Rates**

1. Upon promotion, an employee shall receive the appropriate hiring salary for the new position as established by the hiring salary chart, in the appropriate category (minimum, mid-point, or maximum) taking into consideration work experience, education and licenses, but no less than 10% above the employee's pre-promotion rate, whichever is greater. The new position's salary shall be established by the amount of relevant job related experience (City and non-City) and/or education, which the employee possesses beyond the minimum required for the position as determined by the Human Resources Department. Example: Youth worker with five years of relevant experience and/or education beyond the minimum required for the position promoted to Youth Program Coordinator would receive either the maximum hiring salary in accordance with the then current hiring salary chart or would receive 10 percent above the employee's pre-promotion salary, whichever is greater.
2. The salary for an employee who is demoted shall be established as follows: if the employee was promoted from a previous position and is returning to that position, the salary shall be the salary the employee held before the promotion, plus any contractual increases applicable to original title which occurred during the period of promotion.
3. If the employee did not hold a previous position, and is assuming a title with a lower grade, the salary will be set using the hiring salary plan scale in effect at the time the employee assumes the lower grade, with appropriate credit given for job related experience and/or education beyond the minimum required for the position as determined by the Human Resources Department.
4. All promotion procedures are set out in Article VII, "Seniority and Float Operator", section 3.

H. Study to Review Position Titles

During the life of this contract, the City and Union shall meet to review the classification study and its recommendations, and once it is completed, negotiate the implementation of the compensation study.

I. Longevity

Effective January 2005 and thereafter, all employees who have not separated from service prior to the January payout, having completed between the years of service listed below shall be paid a lump sum payment (not added to base salary) as listed no later than the last pay period in January.

10 – 14 years	\$500
15 – 19 years	\$750
20+ years	\$1000

ARTICLE VI

WORK DAY, WORK WEEK, OVERTIME

A. Work in Excess of Assigned Work Week

1. Employees assigned to a 35 hour work week shall be compensated for time worked in excess of 35 hours per week, but less than 40 hours per week with compensatory time off or in the alternative, the employee may be paid at the employees regular rate of pay on an hour-for-hour basis if the employee so requests, so long as the request has been approved in advance and in writing by the employees department head.
2. All employees shall be compensated for time worked in excess of forty (40) hours per week at one-and-one-half times their regular rate of pay, in the form of cash or time off at the employee's discretion; provided, however, that time off shall not be available if its usage results in the payment of overtime for staffing coverage.
3. All employees shall notify their Department Head, in writing, of whether cash or time off has been selected, at the time the employee overtime request is made. The employee's selection shall be binding on both parties, unless mutually agreed otherwise.
4. Compensatory time may be accrued up to a maximum of 240 hours. If an employee reaches the 240-hour maximum accumulation, any additional overtime hours shall be paid in cash.
  - a. Effective January 2005, during May and November of any calendar year, an employee may submit a written request to the City to exercise the option to cash out a portion or the maximum accumulated compensatory time allowed. Payment will be made to the employee during the second pay period of June

and December. No more than 20 days total will be paid out in any year (this includes the vacation buyout and floating holiday).

5. Upon separation from service, other than retirement, the employee shall be paid for the employee's unused compensatory time in cash, up to the 240 hour maximum. Upon retirement, the employee shall have the option to either receive a cash payment for the employee's unused compensatory time (up to the 240-hour maximum), or apply the cash value of said compensatory time (computed at the current rate of pay) toward extended health and/or dental insurance coverage.
6. When the above language falls below the minimum mandated by the Fair Labor Standards Act and the employee is covered by the provisions of the Fair Labor Standards Act, the provisions of the Fair Labor Standards Act shall apply.
7. Requests for the use of compensatory time must be approved in advance by the employee's department head or designee. Except in the case of emergency, requests must be submitted 48 hours in advance.

B. In computing overtime, the use of any earned accruals shall be considered time worked.

C. No employee who shall be titled a "trainee" shall be paid more than, or the same as the lowest paid Operator as defined in this section.

D. There shall be no rescheduling of weeks, hours, or shifts to avoid the payment of overtime except as outlined in Article VII.B, Float Operator, and Article III. A, Reciprocal Rights.

E. Shift Differentials

1. Effective January 1, 2005, a shift differential of one dollar (1.00) per hour will be paid for all hours actually worked by an employee when a majority of the employee's regularly scheduled shift hours occur after 3:00 p.m. and before 11:00 p.m. A shift differential of One dollar and ten cents (1.10) cents per hour will be paid as described above after 11:00 p.m. and before 7:00 a.m.
2. Shift differentials shall also be paid when an employee whose normal schedule is an evening or night shift is asked by the City to work an alternate shift.
3. Employees who normally receive a shift differential shall continue to receive the differential when using paid leave.

F. All employees called in to work outside regular working hours (unscheduled overtime) shall be compensated for a minimum of four (4) hours. At the department head's discretion, the employee may be required to work the four hours once the employee comes in to work.

G. All unused holiday time shall be paid to the employee upon termination, resignation or retirement, or to the employee's beneficiary upon the death of the employee. Unused compensatory time shall be credited to the employee, or the employee's beneficiary upon the death of the employee, as specified in Section A.5 of this Article.

- H. All employees shall be entitled to two (2) fifteen-minute breaks per shift, to be taken after working at least one and one-half hours into a shift (for 35-hour week), and two (2) hours into a shift (for 40-hour week).
- I. Any employee who is required to maintain a pager or phone while off duty and who is required to report immediately as needed for recall shall be compensated as follows:

Monday through Friday – two (2) hours pay at employees regular rate for each day on call.

Saturday and Sunday – four (4) hours pay at employees regular rate for each day on call.

Holiday – six (6) hours pay at employees regular rate on a holiday.

If an employee is recalled to work, no pager pay is credited for that day. In its place, overtime is earned in accordance with section 6.F.

## ARTICLE VII

### SENIORITY AND "FLOAT" OPERATOR

- A. Seniority shall be defined as total accumulated service with the City. The employee's earned seniority shall not be lost because of absence due to illness, authorized leaves of absence, or temporary lay-off, in accordance with Civil Service Regulation (one year or less). Seniority shall apply in cases of lay-offs.
  - 1. Seniority shall apply to scheduling time off for vacations, personal leave, or other paid leave provisions.
  - 2. In determining shift assignments, time worked within the work location shall establish seniority. Date and entry into the job title shall determine seniority at that location.
  - 3. Appointments and promotions to positions shall be made on the basis of seniority, subject to an identification of differences between employees with respect to relevant factors concerning the employee's ability to perform the required duties and responsibilities satisfactorily.
    - a. The City shall have the right to appoint, promote, and assign pursuant to this Article. Employees may grieve such actions in accordance with the Grievance Procedure of this Agreement.
    - b. Promotion is movement to a higher job classification. Whenever two or more employees are rated equally by the City for promotion, the employee with the highest seniority shall be promoted.
    - c. All job announcements shall be conspicuously posted immediately.

**B. Float Shift At Water Plant**

1. The floating shift at the water plant shall be posted and each operator shall have the opportunity to bid on this new shift according to seniority. If no senior or current employee desires this shift, it shall be given to the new hire. The shift, when vacant, shall be posted and bid upon in the same manner.
2. Working conditions for the "Floater" at the Water Plant shall be as follows:
  - a. Regular, unfloated shift: Monday through Friday. Consecutive days may be modified at any time by mutual agreement between the City and the Union representative to accommodate personnel changes at the Water Plant that may require the change.
  - b. Where notice has been made to the floater at least two (2) days in advance of a floating assignment, all absences falling on the regularly scheduled working days (i.e. Monday through Friday) of the floater, shall be covered by the floater coming off his or her regular shift and covering the shift of the absent employee at the regular rate of pay (straight time). The Floater shall receive the corresponding shift differential for any shift work in accordance with section 6F.
  - c. In the event of a long term absence of five (5) days or more, falling in any calendar week (Sunday through Saturday), the floater will come off his or her regular shift and cover the shift of the absent employee, and will receive his or her regular pay for working the normal forty-hour shift of the absent employee, instead of his or her own shift. The Floater shall receive the corresponding shift differential for any shift work in accordance with section 6F.
  - d. All other absences covered for (e.g. notice less than two days), and hours worked in excess of forty (40) per week by the floater, shall be compensated at a rate of time and one-half the employee's regular rate of pay.
3. At the Water Filtration Plant, the remaining overtime work not covered by the float operator shall be assigned to operators on a rotating basis by seniority. That is to say, a list shall be established from the most senior at the top of the list to the least senior at the bottom. Assignments shall be offered to the first name on the list, which name shall then be offered to the top name of the list. If an employee declines on overtime assignment, his or her name shall be put at the bottom of the list.

## ARTICLE VIII

### HOLIDAYS

- A. 1. Holidays with pay at the regular rate shall be:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving
Memorial Day	Day After Thanksgiving
Fourth of July	Christmas
	One (1) Floating Holiday

The Human Resources Department shall send actual holiday observance dates for upcoming traditional and non-traditional (i.e. operators) holidays to all members in December of each year.

In the event that an employee's schedule is a non-traditional workweek such that the employee is not scheduled to work on an observed holiday then the employee shall receive holiday pay at straight time equal to the number of hours in their normally scheduled day (i.e. eight hour days receive eight hours and ten hour days receive ten hours) or the employee shall be credited with the same number of hours as compensatory time.

2. Employees shall take the designated holidays off with pay; provided, however, that in operations which require that City services continue to be provided on holidays (Water Plant, Wastewater Plant,), employees shall be required to work their regularly scheduled shifts on the designated holidays and shall be compensated pursuant to Section F of this Article.
  3. For the above referenced operations which provide City services on holidays, if more employees are scheduled to work on the holiday than are operationally necessary, the additional employee(s) may be allowed or required to take the holiday off with pay.
- B. Employees shall request the floating holiday of the department supervisor at least three (3) working days in advance. The holiday shall be granted unless the supervisor reasonably determines that the employee is needed on the particular day requested.
- C. This Article shall apply to all except seasonal employees.
- D. Employees who work on a holiday shall be compensated at one-and-one-half (1½) times the straight time rate in cash for all hours worked and, in addition, shall be granted time off at the rate of two (2) hours for each hour worked.



- E. Any new employee hired after 1/1/96 will receive personal days and floating holiday time based on the following full time equivalent schedule:

Hire Date	35-Hour Week (Personal/Holiday)	40-Hour Week (Personal/Holiday)
1/1 to 3/31	21/7 Hours	24/8 Hours
4/1 to 6/30	14/7 Hours	16/8 Hours
7/1 to 9/30	7/7 Hours	8/8 Hours
10/1 to 12/1	0/7 Hours	0/8 Hours

All procedures established in other sections of this contract regarding the use of this time shall apply.

## ARTICLE IX

### VACATION

- A. Vacation benefits shall be earned in accordance with the following schedule:

<u>Length of Service</u>	<u>35 hr. work week</u>	<u>40 hr. work week</u>
less than 5 years	6 hrs/mo	7 hrs/mo
5-9 years	9 hrs/mo	10 hrs/mo
10-19 years	12 hrs/mo	14 hrs/mo
20-24 years	14 hrs/mo	16 hrs/mo
25 years	18 hrs/mo	20 hrs/mo

Length of service shall be based on the employee's most recent date of hire.

- B. 1. Vacation shall be credited on the first day of each month beginning with the first day of the month following the month of hire. (Example: A 35 hour/week employee hired at any time during the month of May would receive 6 hours of vacation credit posted on June 1).
2. No employee may accumulate more than forty (40) days of vacation, however, if an employee wants to convert the earned days to cash upon retirement, the employee shall be limited to converting only thirty (30) days to cash with the remainder going to purchase health insurance coverage.
- C. After a new employee has completed six (6) months of employment with the City the employee may begin to use the vacation time earned. If an employee separates from City employment before six (6) months of employment, then sick leave used will be charged against the employees accrued vacation.

- D. The use of vacation must be authorized in advance by the Department Head or the Department Head's designee.
- E. Unscheduled absences from work may not be charged against vacation time without the consent of the Department Head or the Department Head's designee.
- F. Holidays occurring during an employee's scheduled vacation shall not be charged against vacation time.
- G. Effective January 2005, during May and November of any year, an employee may elect to receive a cash payment of up to a maximum of ten (10) days of unused vacation, compensatory time or floating holiday, for each election of this option, for a total of 20 days. To receive said payment, the employee must notify the Department head, in writing, of the employee's intent to exercise this option. The employee shall receive the cash-payment in the second paycheck of June and December, less any required deductions.
- H.
  - 1. All unused vacation shall be paid to an employee upon separation from service, unless the employee fails to give two (2) weeks notice prior to voluntary separation.
  - 2. Upon retirement, the employee may elect to receive a cash payment for the employee's earned, but unused vacation or, up to a maximum of thirty (30) days in lieu of such cash payment, the employee may elect to apply the cash value of the vacation toward the payment of extended health and/or dental insurance coverage.
- I. In the event that an employee dies while in service, payment of the employee's unused vacation shall be made to the employee's estate.
- J. An employee taking an extended vacation, using either earned vacation or earned compensatory time, may elect to receive the paychecks scheduled to be issued during the employee's vacation in advance, up to a maximum of four (4) paychecks. The paychecks shall be issued on the regularly scheduled payday, which immediately precedes the commencement of the employee's vacation, subject to the following conditions:
  - 1. No vacation checks shall be issued in advance for salary scheduled to be earned and paid in a future calendar year.
  - 2. No vacation checks shall be issued in advance for the last pay period of the calendar year.
  - 3. The employee must request the advance vacation checks no later than the Friday immediately preceding the payday on which the checks are to be issued.
- K. The implementation of the vacation system in this Article, which occurred during the 1993-1995 contract, eliminates all previous methods, practices or contractual provisions used for earning, calculating, posting or receiving vacation credit.

## ARTICLE X

### LEAVES: SICK, PERSONAL AND PARENTING

#### A. Sick Leave

1. Each employee shall receive twelve (12) days of sick leave per year accumulated at the rate of one day per month beginning with the date of employment. Sick days shall be posted for each employee at the beginning of each month, beginning with the first day of the month following the month of hire. (Example: An employee hired at any time during the month of January receives the first sick day posting on February 1.)
2. Sick leave accumulation shall be unlimited.
3. Sick leave time may be used as accumulated immediately upon employment. However, if an employee separates from City employment before six (6) months of employment, then sick leave used will be charged against the employees' accrued vacation.
4.
  - a. A Department Head may require a statement from a medical doctor prior to permitting an employee to charge absences against accumulated sick leave in cases of suspected abuse or where the employee exhibits a pattern of absence.
  - b. An employee who suffers injuries in the course of his/her employ, and who is entitled to sick leave benefits may elect to use such benefits in lieu of Workers' Compensation benefits during the period of his/her disability. Any payments made by Workers' Compensation Board for such loss of time shall be paid to the City of Ithaca, which in turn will credit the same amount to the employee's sick leave at the regular rate.
5. Up to ten (10) days of sick leave in a year may be used for illness in the immediate family. Immediate family shall be defined as per Article XII, (B) of this contract.
6. Upon retirement, an employee's unused sick leave shall be computed at the employee's current rate of pay and applied as follows:
  - a. The value of up to \$11,000 may be taken, at the employee's option, in a lump sum cash settlement. Such payment is subject to appropriate deductions.
  - b. Any unused sick leave in excess of the above amounts shall be applied to the payment of extended health and/or dental insurance coverage.
  - c. The employee may, at the employee's option, elect to waive the cash settlement and apply all of unused sick leave toward the payment of extended health and/or dental insurance coverage.

- d. The employee must choose an option and notify the Human Resources Department thirty (30) days in advance of retirement.
  - e. The provisions of (a) through (d) above are made with the understanding that the City will no longer extend health insurance coverage to retirees and dependents except by direct, full payment to the City by the retiree or dependent at the appropriate group rate available and determined by the City, beyond the coverage provided by (a) through (d) above.
7. In the event of an employee's death prior to retirement, or if retired, prior to the exhaustion of remaining accumulated funds, such monies due the employee shall be applied toward the purchase of health insurance for the employee's surviving dependents, if any.

**B. Personal Leave**

- 1. Except as prorated for new employees and set out in Article VIII, Subparagraph G, each employee shall receive three (3) days of personal leave per contract year. Any employee who, during the period January 1 through December 31 of any calendar year, does not use any sick leave, will be awarded three (3) extra personal days with pay to be used at the employee's discretion in accordance with the provisions of Article X, paragraph B.2. Contribution of sick leave days to the Sick Leave Bank does not count as use of sick leave for purposes of earning these additional personal days. Personal leave shall be granted to allow the employee to conduct personal and/or family business which otherwise falls on a workday. Unused personal leave shall be credited annually on December 31st to accumulated sick leave; it may not be used for personal leave, but may be used as accumulated sick leave would be used.
- 2. Requests for personal leave shall be made by the employee to the employee's supervisor at least forty-eight (48) hours in advance, or as soon as possible in the case of emergency. Personal leave shall be granted unless the supervisor reasonably determines that the employee is needed at the particular time or day requested.

**C. Parenting Leave**

- 1. Employees shall be entitled to take up to twelve (12) weeks of parenting leave for childbirth or adoption. Pursuant to Section C-109(B)(3) of the City Charter, employees may use up to eight (8) weeks of accumulated sick leave during this parenting leave without providing a doctor's certificate.
- 2. Employees may use additional sick time beyond eight weeks upon presentation of a doctor's certificate attesting to the necessity for such continued leave from employment. In addition to the use of sick leave as described above, an employee may elect to use other accumulated leave time (vacation, personal, compensatory, etc) during the parenting leave.

D. Leaves of Absence Without Pay

Whenever an employee is on an approved unpaid leave of absence of 10 or more consecutive workdays, the employee's benefits shall be affected as follows:

1. When the leave of absence is for medical reasons, prior to beginning an unpaid leave of absence, the employee must first exhaust all accumulated sick leave, except that the employee may retain one week of accumulated sick leave.

An employee who has been granted a leave of absence without pay for a non-medical reason may not use accumulated sick leave and must exhaust accumulated discretionary benefit time (vacation, holiday, personal, and compensatory time) provided, however, that the employee may retain up to two weeks of such discretionary leave.

2. Both medical and non-medical leaves of absence without pay are intended to provide an employee with a continuous period of time off from work. An employee who has been placed on leave of absence status may return to work earlier than anticipated, however, once the employee has returned to work, the employee may not revert to leave of absence status unless there is a documented medical reason.
3. The employee shall not receive the leave time, which would otherwise be earned for a given month if the employee is on unpaid leave of absence on the date that the leave time is posted. (Example: An employee who is on leave of absence from February 16 through March 25 would not receive the leave time earned for March 1st, but would receive a leave time posting for April 1st.)
4. The employee shall not be paid for holidays occurring during the period the employee is on leave of absence.

5. Health and Dental Insurance

- a. If an employee is on an unpaid leave of absence pursuant to the provisions of the Family and Medical Leave Act, the employee shall continue to receive health and dental insurance benefits at no cost to the employee for a period of 12 weeks, beginning with the commencement of the unpaid leave of absence. Thereafter, the employee may continue health and dental insurance coverage by directly paying the City the cost of the insurance premium equivalent established by Common Council for employees on leave of absence.
- b. If an employee is on unpaid leave of absence for any reason other than that specified in (a), the employee shall continue to receive health and dental insurance benefits at no cost to the employee for a period of thirty (30) days, beginning with the commencement of the unpaid leave of absence. Thereafter, the employee may continue health and dental insurance coverage by directly paying the City the cost of the insurance premium equivalent as established by Common Council for employees on leaves of absence.

6. Child Care

The employee shall not be entitled to receive day care reimbursement benefits for any calendar week in which the employee is on an unpaid leave of absence for the full calendar week.

ARTICLE XI

SICK LEAVE BANK

- A.
  - 1. A Sick Leave Bank has been established for employees who have suffered a prolonged illness or incapacitating accident and have exhausted their own regular accumulated sick leave. The sick leave bank is not intended to be used for short term or incidental illnesses.
  - 2. In the event of a prolonged illness or incapacitating accident, an application may be made for up to thirty (30) days [six (6) five-day weeks] with the right to reapply during the same absence.
- B. Each employee who chooses to participate in the Sick Leave Bank may do so upon completion of one (1) year of service and the contribution of two (2) accumulated sick leave days.
- C. Each year, employee-members of the Sick Leave Bank will contribute one (1) sick day.
- D. If at any time the accumulated number of sick days in the sick leave bank falls below fifty (50) days, the City will contribute to the bank additional days to bring the total up to fifty (50) days.
- E. An employee-member of the Sick Leave Bank who has exhausted all of his/her accumulated sick leave may apply for sick leave absence. Such application shall be made to a Committee consisting of the CSEA Administrative Unit President and the current designated representative of Mayor of Ithaca. In evaluating an applicant for Sick Bank benefits, the committee may take into consideration the employee's sick leave record, the amount of sick leave bank benefits the employee has previously been awarded, the employee's length of employment, the employee's length of membership in the Sick Bank and other such criteria that the committee deems relevant.
- F. The sick leave bank committee may approve the employee's request, deny the employee's request, or grant partial benefits. Upon approval of full or partial sick bank benefits, the approved amount of sick bank benefits shall be transferred to the sick leave account of the applicant.
- G. In the event both members of the Sick Leave Bank Committee cannot agree to the disposition of a sick bank application, the Committee shall select a third person, in accordance with the procedure for the selection of an arbitrator as provided in the Grievance Procedure, contained in this Agreement. The decision of the Sick Leave Bank Committee shall be final and binding upon the City and the applicant.

- H. The City will provide the Union with an accounting of the number of accumulated sick days in the Sick Leave Bank by February 15 of each year.
- I. If the Sick Leave Bank is discontinued, unused leave days will be equally distributed to those employees who are members of the sick leave bank at that time.
- J. Any employee who resigns from the Sick Leave Bank shall not be entitled to retrieve the sick leave days the employee has donated from the Sick Leave Bank. If said employee wishes to rejoin the Sick Leave Bank, the employee may do so under the provisions of Section B of this Article.
- K. Any employee who leaves City employment for reasons other than retirement will have their sick leave automatically donated to the employee sick bank.
- L. The Sick Leave Bank may not be used for Workers' Compensation leaves of absence.

## ARTICLE XII

### BEREAVEMENT LEAVE

- A. In the event of death in the immediate family of the employee or family of the employee's spouse, such employee shall be allowed a leave of absence with pay to a maximum of three (3) days. This leave of absence must be approved by the Department Head. Time lost will not be charged against accumulated leave.
- B. The immediate family is defined as the spouse, domestic partner, parent, grandparent, child (including foster or step-child), brother, sister, or grandchild of the employee or the parent, grandparent, child (including foster or step-child), brother, sister, or grandchild of his/her spouse. It shall apply also to any other relative living in the same household. Bereavement leave may be extended to one (1) calendar week at the discretion of the Department Head.
- C. Bereavement leave of one day with pay shall be allowed to attend the funeral or memorial services of an employee's aunt, uncle, and/or close friends.

## ARTICLE XIII

### JURY DUTY AND REQUIRED COURT APPEARANCES

- A. Jury Duty

An employee shall be granted a leave of absence, with pay, at no loss of earned leave, to serve jury duty.

**B. Required Court Appearances**

An employee shall also be granted paid leave pursuant to this article if the employee is directed to appear as a witness in the employee's capacity as a city employee, pursuant to subpoena, or other order of the court upon presentation to the City of proof thereof. This paid leave provision only applies to court actions in which the employee is required to appear because the case involves City matters. The employee must inform the Department Head or supervisor of the receipt of any subpoena or other order of court before responding to the order or subpoena.

**C. Compensation**

Any compensation received from the court or any attorney including jury duty fees, subpoena fees or witness fees, except expense reimbursement, shall be returned to the City.

**D. Shift Adjustment**

An employee who works other than the normal day shift and is called to jury duty and appears for jury duty shall have his/her work hours changed to the normal day shift and then be given the appropriate amount of time off.

**ARTICLE XIV**

**RETIREMENT SYSTEM**

All employees covered by this Agreement shall be covered under the 75i Retirement Plan of the New York State Employees Retirement System, except for those who are required to be enrolled under Article 15, the Coordinated Retirement Plan for Tier III and Tier IV members.

**ARTICLE XV**

**HEALTH INSURANCE**

**A.** Effective January 2005, employees shall contribute a maximum of 5% of the premium equivalent based on the sliding scale provided as Appendix C.

Effective January 2006, employees shall contribute a maximum of 7% of the premium equivalent based on the sliding scale provided as Appendix C.

Effective January 2005, new hires shall contribute 5% of the premium equivalent (no sliding scale).

Effective January 2006, new hires shall contribute 7% of the premium equivalent (no sliding scale).



- B. The premium equivalent will be established by the end of each year. The premium equivalent shall not increase more than 15% from one year to the next as set forth in the sliding scale, appendix C. If the established premium equivalent is less than that shown in appendix C the employee contribution set forth in appendix C shall be reduced accordingly.

In the event that a new contract is not established prior to the expiration of the existing contract, the employee contributions shall remain the same and shall not increase until negotiated.

C. Waiver of Health Insurance

An employee who is eligible for enrollment in the City of Ithaca health insurance program and has procured health insurance through her/his spouse/domestic partner, may elect not to participate in the City's health insurance program and will not contribute toward the cost of health insurance. The employee shall be required to furnish proof of coverage.

Any employee desiring to waive this coverage is required to sign a waiver and complete an enrollment form to cancel coverage.

In the event that the spouse or domestic partner is terminated from employment resulting in the loss of coverage, and the employee has waived coverage then the employee may enroll in the City's health insurance plan pursuant to the procedures set forth in this contract.

All employee contributions to the premium equivalent through payroll deduction will be made with pre-tax dollars, unless the employee chooses otherwise.

- D. The existing health insurance coverage shall not be diminished without mutual agreement. The Union agrees to participate in the Labor- Management Health Insurance Committee. Benefits offered through the Labor-Management Health Insurance Committee to City employees shall be made available to employees covered by this Agreement.
- E. The City will continue to provide the Blue Cross/Blue Shield Schedule A Dental Plan as individual and/or family coverage, at no cost to the employee.
- F. Effective January 1, 2001, employees shall be responsible to pay a prescription drug co-pay of \$2.00 for generic brand drugs and \$10.00 for name brand drugs.

This co-payment is not reimbursable through any section of the Health Insurance program.

Under this co-pay each prescription may be filled for up to a three (3) month supply.

## ARTICLE XVI

### MILEAGE REIMBURSEMENT & PARKING

- A. Employees who are required to use their personal automotive vehicles in the conduct of official business shall be reimbursed at the current IRS rate, provided, however, that they

shall receive authorization from the Department Head or supervisor before using a personal vehicle for official business.

- B. The City promises to attempt to provide free parking for all employees, provided the employees make a similar attempt to car pool whenever possible.

## ARTICLE XVII

### EDUCATIONAL ASSISTANCE

- A. The City of Ithaca agrees to pay the tuition for education courses, including technical and trade schools for employees covered by this Agreement, in accordance with the terms outlined below. The intention is to assist employees to further their education and enhance their ability and effectiveness on the job. Such assistance shall be limited to: (a) courses related to an employee's position which will further development in the performance of his/her duties; (b) courses which will assist an employee to gain promotion within his/her job classification as a City employee; (c) applicant must have approval prior to the course; (d) applicant must obtain a passing grade before reimbursement; and (e) available to full time, permanent or provisionally appointed employees.
- B.
  - 1. Assistance is to be limited to four (4) courses per year for permanent or provisional employees. No employees shall receive assistance for more than a career limit of twenty (20) courses.
  - 2. In the event that an educational course is available at more than one (1) institution, the maximum cost to the City will be limited to \$200 per credit hour. If, however, the course is available only at a local college with a cost greater than that specified above, the City agrees to pay the full cost of tuition.
- C.
  - 1. To be eligible, each application must be approved by an Education Committee consisting of:

Director of Human Resources  
A representative of the Union
  - 2. All determinations shall be final and binding and are not subject to appeal.
- D. Employees may elect to use earned accruals to take job related courses during working hours.

## ARTICLE XVIII

### JOB TITLE RE-ALLOCATION

- A. During the term of the contract, the City or the Union may request re-allocation of an existing job title on the basis that there has been or will be an increase in job duties, provided that the City shall not be required under this section to review any job title more

frequently than once in every five (5) years. If the job title review discloses an overall increase in job duties and a re-allocation is warranted, the City shall make an appropriate adjustment in the compensation. The adjustment to compensation shall be effective as of the date of the request of re-allocation.

- B. This section is not intended to prevent employees or the Union from seeking a re-allocation; it is intended to specify the minimum response that the City may give to such a request. If an individual wishes to request re-allocation, (s)he should submit a request to the Director of Human Resources, with a copy to the Unit President, with what the employee believes to be sufficient justification for such a re-allocation. This section is not intended to limit the employee's rights to request a re-classification under Civil Service Law. This section is subject to the Grievance Procedure.
- C. Any request for re-allocation will be answered within ninety (90) days unless a delay is mutually agreed upon by the City and the Union.

## ARTICLE XIX

### OUT-OF-TITLE WORK

- A.
  - 1. When an employee covered by this Agreement is assigned to work at a job classification higher than the employee's regular job for more than one (1) day, the employee shall be paid at the minimum salary grade of the out-of-title position or 8% more than the employee's normal position, whichever is greater. In the event that the employee works in the out-of-title position for 90 days or more, commencing on the 91st day, the salary shall be established using the method set out in the promotion and demotion salary section in Article V, Compensation.
  - 2. This section is applicable, but not limited to, situations such as vacations and illnesses. It is not applicable to emergency situations.
  - 3. Excluded from the application of this section are those persons whose job classification and description are defined as either Assistant or Deputy and under normal operating procedures are designated as qualified to perform at the higher level and act in place of the absent staff person.
- B. In the event a higher-level position becomes permanently vacant and a lower level employee is temporarily appointed to fill the position, said employee shall receive out-of-title compensation pursuant to this Article until such time as the vacancy is filled on a permanent basis.
- C. This section is subject to the Grievance Procedure.

## ARTICLE XX

### GRIEVANCE PROCEDURE

- A.
  - 1. In accordance with the cooperative spirit with which this Agreement is made between the Union and the City, employee grievances shall be adjudicated by the parties with a sense of fairness and justice.
  - 2. Grievance shall be defined as any claimed violation, misinterpretation, or inequitable application of this Agreement, laws, rules, regulations, procedures, administrative orders, work rules of the City or of a department thereof; or any matter which relates to or involves employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees, or any other term or condition of employment.
- B.
  - 1. Should an employee feel that the employee's rights and/or privileges under this Agreement have been violated, the employee may submit the grievance in writing to the employee's immediate supervisor within twenty (20) working days of learning of the alleged violation of contractual rights.
  - 2. The written grievance shall state the right or privilege, which the employee believes has been violated, the section of the agreement or practice which the employee believes to be violated and any proposed remedy.
  - 3. The supervisor shall answer the grievance in writing within ten (10) working days.
- C.
  - 1. Should the Union decide that the immediate supervisor's answer is unsatisfactory, the Union Grievance Committee shall, within ten (10) working days, submit the facts in writing to the Department Head, with a copy to the Director of Human Resources.
  - 2. Within ten working days of receipt of the grievance, the department head shall reply to the Union in writing, setting out the basis for the department head's position. A copy of this decision shall be sent by the department head to the grievant and to the Director of Human Resources.
- D.
  - 1. Should the Union decide that the decision of the Department Head is not satisfactory, the Union shall submit an appeal to the Mayor or the Mayor's designee within 10 working days of receipt of the response from the Department head.
  - 2. The appeal to the Mayor shall be in writing and shall state the manner in which an employee's rights or privileges have been violated, the sections of the agreement which have been violated and any proposed remedy.
  - 3. The Union shall send a copy of such appeal to the Director of Human Resources with a courtesy (i.e., not procedurally required) copy to the department Head.
- E.
  - 1. Within 10 working days of receipt of the appeal from the Union, the Mayor shall schedule a meeting with the Union, the Department Head and the employee in order to determine whether the matter can be resolved without arbitration.

2. The decision of the Mayor after this meeting must be served on the employee and the Union within 10 working days from the date of the meeting.
- F.
1. In the event that the Union is dissatisfied with the decision reached by the Mayor, the Union may demand arbitration by sending a demand for arbitration to PERB within 10 working days of receipt of the Mayor's decision.
  2. Copies of this demand shall be sent to the Mayor, with courtesy (i.e., not procedurally required) copies to the Department Head and the Director of Human Resources
  3. A list of arbitrators shall be demanded from PERB and the parties shall select an arbitrator in compliance with PERB's rules.
- G.
1. The arbitrator shall have no power to add to or subtract from or modify the provisions of this Agreement in arriving at a decision on the issue or issues presented. The arbitrator's decision shall be binding upon both parties.
  2. Any fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

## ARTICLE XXI

### DISCIPLINARY PROCEDURES

- A.
1. No employee shall be disciplined or dismissed except for just cause. Should there be any dispute concerning the existence of just cause for dismissal or discipline, such dispute shall be adjusted as a grievance in accordance with the terms of this Agreement.
  2. The following disciplinary procedure for incompetency or misconduct shall apply to all employees as provided herein in lieu of the procedure specified in the Civil Service Law, Section 75 and 76. This entire disciplinary procedure shall apply to all permanent employees in the bargaining unit, and to all employees entitled by law to the protections of Section 75 of the Civil Service Law.
- B.
1. In the event a Department Head sees fit to impose disciplinary action on an employee, a Notice of Discipline shall be served on the employee, which describes the employee's rights. A copy of the Notice of Discipline shall be sent to the Director of Human Resources. The Notice shall specify the act(s) that warrant disciplinary action and the corresponding sanction(s). (See sample Appendix B).
  2. The Union shall be advised by personal delivery, or if not possible, by registered or certified mail that said Notice of Discipline has been served on an employee, within forty-eight (48) hours of employee notification.

- C. The employee has the right to dispute the discipline by filing a grievance within ten (10) calendar days of service of the Notice.
- D. The disciplinary grievance procedure provides for a hearing by an impartial arbitrator at its final stage.
- E. The employee has the right to be represented by the Union or by an attorney at every stage of the proceeding.
- F. If an employee is being considered for disciplinary action and is being interrogated to determine whether the City shall take disciplinary action against the employee, the employee shall be advised of employee's right to have union representation prior to the beginning of any interrogation.
- G. In the event allegations of employee misconduct which generate concern for the safety and welfare of other employees are brought to the attention of the City, but require further investigation on the part of the City to determine their truth, the City may temporarily suspend the employee or employees against whom the allegations have been made, with pay, up to thirty (30) days. If said allegations prove unfounded, all records of the allegations shall be removed from the employee's personnel file and the employee shall suffer no loss of wages, benefits or leave time. If after investigation the City believes the allegations to be substantiated, disciplinary action may be commenced pursuant to this Article.
- H. No disciplinary action shall be commenced by the City more than twelve (12) months after the Department Head learns of the occurrence of the alleged act(s) for which discipline is being considered; provided, however, that in no event may the City commence disciplinary action for any alleged act(s) which occurred more than five (5) years prior to when the City learned of the alleged act(s). Such time limitation shall not apply where the act(s) would, if proven in a court of appropriate jurisdiction, constitute a criminal offense. It is further understood that such time limitation applies only to the commencement of disciplinary action, and that an employee's full employment and disciplinary record may be used for the purpose of determining an appropriate penalty.
- I. The City shall notify the Union President, in writing, when discipline against an employee is commenced pursuant to this Article.

## ARTICLE XXII

### CHANGES IN WORKING CONDITIONS

The employer shall notify the Union in writing at least nine (9) calendar days in advance of any change in working methods or working conditions, except where such change is required because of an emergency or major disaster over which the employer has no control.

## ARTICLE XXIII

### PAST PRACTICE

- A. The City shall not diminish or impair any existing benefit, privilege, or practice related to wages, hours, or working conditions without prior negotiations, where applicable with the Union.
- B. The practice, confirmed by arbitrator's decision, regarding the responsibility of the City to provide summer camp programs for Youth Bureau or GIAC employees at no charge to the employee, is hereby modified by this agreement as follows:
  - 1. Bargaining unit members who are employed at the City's Youth Bureau or GIAC may send their children to summer camp programs at the cost of one half the rate charged to City residents.
  - 2. Payments made by bargaining unit members for Youth Bureau or GIAC summer camp programs are eligible for reimbursement under the City day care assistance program at the appropriate reimbursement rate.
  - 3. Any other free programming for the children of bargaining unit members is hereby ended unless specifically negotiated between the City and the Union.
- C. All memoranda of understanding, which predate this agreement regarding conditions affected by the agreement, unless specifically incorporated into this agreement, shall henceforth be null and void.

## ARTICLE XXIV

### UNIFORMS AND EQUIPMENT

Safety shoes and work clothing shall be provided for Water and Wastewater Plant Operators, the City Electrician and Youth Bureau garage workers. Uniforms shall be provided for Dispatchers, Storekeepers, and Parts and Supply Manager. Such clothing and safety shoes shall be replaced on an annual basis or as needed under normal wear and tear (use).

The City shall provide for the dry cleaning of uniforms or portions of uniforms for police dispatchers and community service officers at a cleaning establishment designated by the City at no cost to the employee, provided, however, that the only portion of a uniform which is entitled to no cost dry cleaning is that portion of a uniform which is composed "dry cleaning only" material. Such "no cost" dry cleaning shall be provided not more than 2 times per year or, in the event of an unexpected work-related incident which requires the portion of the uniform to be cleaned, with the prior written approval of the department head.

## ARTICLE XXV

### DAY CARE

The City shall continue to provide the established Day Care Assistance Program (Cash Subsidy Program, Flexible Spending Account and Flexible Work Schedule) according to the program and procedures adopted by the Ithaca Common Council.

## ARTICLE XXVI

### DIVERSITY STATEMENT

CSEA Administrative Unit of Tompkins County Local 855, CSEA/AFSCME membership is committed to a work environment that values and supports diversity and inclusion. Collectively we will strive to learn about diversity, educate ourselves and promote acceptance of the differences of others within our workforce.



## ARTICLE XXVII

### DURATION

This agreement shall become effective upon signing, unless otherwise stated, and shall terminate December 31, 2006. Unless procedures are amended by an act of law, this agreement will continue automatically.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### CITY OF ITHACA

\_\_\_\_\_  
Carolyn Peterson, Mayor

#### City Negotiating Team Members:

\_\_\_\_\_  
Schelley Michell-Nunn  
Director of Human Resources

\_\_\_\_\_  
Steve Thayer, Controller

#### C.S.E.A. ADMINISTRATIVE UNIT

\_\_\_\_\_  
Brian Carman President – City of Ithaca  
Administrative Unit, Local 855  
Civil Service Employees Association, Inc.

#### CSEA Negotiating Team Members:

\_\_\_\_\_  
Connie Baker, City Buyer

\_\_\_\_\_  
Jeff Soule, Wastewater Treatment Plant  
Operator

\_\_\_\_\_  
Roxy Johnston, Environmental Analyst

\_\_\_\_\_  
Lynda Broadfoot, CSEA Regional  
Field Representative

Dated: \_\_\_\_\_



# APPENDIX A

## 2003 CSEA ADMINISTRATIVE UNIT SALARY PLAN

Grade	Title	35 HOUR SALARIES			40 HOUR SALARIES		
		MINIMUM 0-2 YRS	MIDPOINT 2-5 YRS	MAXIMUM 5+ YRS	MINIMUM 0-2 YRS	MIDPOINT 2-5 YRS	MAXIMUM 5+ YRS
22	Senior Plan Examiner	37,748	40,033	43,457	43,145	45,754	49,668
21	Engineering Systems Manager	34,953	37,067	40,238	39,949	42,364	45,988
21	Historic Preservation and Neighborhood Planner	34,953	37,067	40,238	39,949	42,364	45,988
21	Planning Systems Manager	34,953	37,067	40,238	39,949	42,364	45,988
20	Assistant Civil Engineer	32,247	34,178	37,077	36,853	39,062	42,373
20	Youth and Preteen Program Administrator	32,247	34,178	37,077	36,853	39,062	42,373
19	Assistant Engineering Systems Manager	28,867	30,601	33,191	32,990	34,972	37,933
19	Economic Development Planner	28,867	30,601	33,191	32,990	34,972	37,933
19	Environmental and Landscape Planner	28,867	30,601	33,191	32,990	34,972	37,933
19	Plan Review Officer	28,867	30,601	33,191	32,990	34,972	37,933
19	Planner II	28,867	30,601	33,191	32,990	34,972	37,933
18	Director of Laboratories	26,913	28,537	30,952	30,758	32,614	35,373
18	Youth Development Coordinator	26,913	28,537	30,952	30,758	32,614	35,373
17	Electrical Inspector	26,518	28,120	30,491	30,306	32,137	34,847
17	Environmental Analyst	26,518	28,120	30,491	30,306	32,137	34,847
17	Junior Engineer	26,518	28,120	30,491	30,306	32,137	34,847
17	Senior Code Inspector	26,518	28,120	30,491	30,306	32,137	34,847
16	Code Inspector	25,266	26,781	29,065	28,876	30,606	33,215
16	Plumbing Inspector	25,266	26,781	29,065	28,876	30,606	33,215
16	Supervisor of Electrical Services	25,266	26,781	29,065	28,876	30,606	33,215
15	Building Inspector	25,113	26,628	28,888	28,700	30,431	33,016
15	Housing Inspector	25,113	26,628	28,888	28,700	30,431	33,016
15	Recreation Supervisor	25,113	26,628	28,888	28,700	30,431	33,016
15	Youth Program Coordinator	25,113	26,628	28,888	28,700	30,431	33,016
14	Parts and Supplies Manager	22,083	23,401	25,398	25,238	26,744	29,026
13	Assistant Chief Wastewater Treatment Plant Operator	21,973	23,290	25,266	25,113	26,618	28,876
13	Assistant Chief Water Treatment Plant Operator	21,973	23,290	25,266	25,113	26,618	28,876
13	Electrician	21,973	23,290	25,266	25,113	26,618	28,876
13	Engineering Technician	21,973	23,290	25,266	25,113	26,618	28,876
13	Pretreatment Coordinator	21,973	23,290	25,266	25,113	26,618	28,876
13	Senior Water Treatment Plant Operator	21,973	23,290	25,266	25,113	26,618	28,876
12	Assistant City Electrician	20,591	21,821	23,686	23,531	24,937	27,069
12	Geographic Information System Database Programmer	20,591	21,821	23,686	23,531	24,937	27,069
12	Instrumentation Electrician	20,591	21,821	23,686	23,531	24,937	27,069
12	Recreation Specialist	20,591	21,821	23,686	23,531	24,937	27,069
12	Volunteer Coordinator	20,591	21,821	23,686	23,531	24,937	27,069
12	Youth Development Program Leader	20,591	21,821	23,686	23,531	24,937	27,069
12	Youth Worker	20,591	21,821	23,686	23,531	24,937	27,069
11	Assistant Fiscal Manager	20,482	21,710	23,555	23,407	24,812	26,919
11	City Buyer	20,482	21,710	23,555	23,407	24,812	26,919
11	Office Manager	20,482	21,710	23,555	23,407	24,812	26,919
11	Utilities Systems Location Technician	20,482	21,710	23,555	23,407	24,812	26,919
11	Water/Wastewater Treatment Plant Operator	20,482	21,710	23,555	23,407	24,812	26,919
10	Administrative Assistant	19,823	21,007	22,787	22,654	24,009	26,040
10	Administrative Assistant (Financial Management)	19,823	21,007	22,787	22,654	24,009	26,040
10	Code Enforcement Officer	19,823	21,007	22,787	22,654	24,009	26,040

# APPENDIX A

## 2003 CSEA ADMINISTRATIVE UNIT SALARY PLAN

Grade	Title	35 HOUR SALARIES			40 HOUR SALARIES		
		MINIMUM 0-2 YRS	MIDPOINT 2-5 YRS	MAXIMUM 5+ YRS	MINIMUM 0-2 YRS	MIDPOINT 2-5 YRS	MAXIMUM 5+ YRS
10	Senior Community Service Officer	19,823	21,007	22,787	22,654	24,009	26,040
9	Permit Clerk	19,164	20,305	22,040	21,901	23,206	25,188
9	Principal Account Clerk	19,164	20,305	22,040	21,901	23,206	25,188
8	Wastewater Treatment Plant Operator	18,528	19,647	21,315	21,174	22,453	24,361
8	Water Treatment Plant Operator	18,528	19,647	21,315	21,174	22,453	24,361
7	Customer Service Representative	17,934	19,010	20,635	20,497	21,726	23,583
7	Educational Instructor	17,934	19,010	20,635	20,497	21,726	23,583
7	Laboratory Technician	17,934	19,010	20,635	20,497	21,726	23,583
7	Senior Typist	17,934	19,010	20,635	20,497	21,726	23,583
6	Recreation Leader	17,693	18,747	20,349	20,221	21,425	23,256
5	Senior Account Clerk	16,815	17,824	19,339	19,218	20,371	22,103
5	Senior Account Clerk-Typist	16,815	17,824	19,339	19,218	20,371	22,103
4	Customer Service Representative Trainee	16,223	17,189	18,658	18,540	19,643	21,324
4	Recreation Assistant	16,223	17,189	18,658	18,540	19,643	21,324
4	Storekeeper	16,223	17,189	18,658	18,540	19,643	21,324
4	Wastewater Treatment Plant Operator Trainee	16,223	17,189	18,658	18,540	19,643	21,324
4	Water Treatment Plant Operator Trainee	16,223	17,189	18,658	18,540	19,643	21,324
3	Engineering Aide	15,959	16,925	18,352	18,239	19,342	20,974
2	Account Clerk	15,278	16,201	17,562	17,462	18,514	20,071
2	Account Clerk-Typist	15,278	16,201	17,562	17,462	18,514	20,071
2	Clerk	15,278	16,201	17,562	17,462	18,514	20,071
2	Community Service Officer	15,278	16,201	17,562	17,462	18,514	20,071
2	Data Entry Specialist	15,278	16,201	17,562	17,462	18,514	20,071
2	Financial Clerk	15,278	16,201	17,562	17,462	18,514	20,071
2	Receptionist	15,278	16,201	17,562	17,462	18,514	20,071
2	Typist	15,278	16,201	17,562	17,462	18,514	20,071

# APPENDIX A

## 2004 CSEA ADMINISTRATIVE UNIT SALARY PLAN

Grade	Title	35 HOUR SALARIES			40 HOUR SALARIES		
		MINIMUM 0-2 YRS	MIDPOINT 2-5 YRS	MAXIMUM 5+ YRS	MINIMUM 0-2 YRS	MIDPOINT 2-5 YRS	MAXIMUM 5+ YRS
22	Senior Plan Examiner	39,447	41,834	45,412	45,086	47,813	51,903
21	Engineering Systems Manager	36,526	38,735	42,049	41,746	44,270	48,058
21	Historic Preservation and Neighborhood Planner	36,526	38,735	42,049	41,746	44,270	48,058
21	Planning Systems Manager	36,526	38,735	42,049	41,746	44,270	48,058
20	Assistant Civil Engineer	33,698	35,717	38,745	38,512	40,819	44,280
20	Youth and Preteen Program Administrator	33,698	35,717	38,745	38,512	40,819	44,280
19	Assistant Engineering Systems Manager	30,166	31,978	34,684	34,474	36,545	39,640
19	Economic Development Planner	30,166	31,978	34,684	34,474	36,545	39,640
19	Environmental and Landscape Planner	30,166	31,978	34,684	34,474	36,545	39,640
19	Plan Review Officer	30,166	31,978	34,684	34,474	36,545	39,640
19	Planner II	30,166	31,978	34,684	34,474	36,545	39,640
18	Director of Laboratories	28,124	29,821	32,344	32,142	34,082	36,965
18	Youth Development Coordinator	28,124	29,821	32,344	32,142	34,082	36,965
17	Electrical Inspector	27,712	29,385	31,863	31,669	33,583	36,415
17	Environmental Analyst	27,712	29,385	31,863	31,669	33,583	36,415
17	Junior Engineer	27,712	29,385	31,863	31,669	33,583	36,415
17	Senior Code Inspector	27,712	29,385	31,863	31,669	33,583	36,415
16	Code Inspector	26,403	27,986	30,372	30,175	31,984	34,710
16	Plumbing Inspector	26,403	27,986	30,372	30,175	31,984	34,710
16	Supervisor of Electrical Services	26,403	27,986	30,372	30,175	31,984	34,710
15	Building Inspector	26,244	27,826	30,188	29,991	31,801	34,501
15	Housing Inspector	26,244	27,826	30,188	29,991	31,801	34,501
15	Recreation Supervisor	26,244	27,826	30,188	29,991	31,801	34,501
15	Youth Program Coordinator	26,244	27,826	30,188	29,991	31,801	34,501
14	Parts and Supplies Manager	23,077	24,454	26,541	26,374	27,947	30,333
13	Assistant Chief Wastewater Treatment Plant Operator	22,962	24,338	26,403	26,244	27,816	30,175
13	Assistant Chief Water Treatment Plant Operator	22,962	24,338	26,403	26,244	27,816	30,175
13	Electrician	22,962	24,338	26,403	26,244	27,816	30,175
13	Engineering Technician	22,962	24,338	26,403	26,244	27,816	30,175
13	Pretreatment Coordinator	22,962	24,338	26,403	26,244	27,816	30,175
13	Senior Water Treatment Plant Operator	22,962	24,338	26,403	26,244	27,816	30,175
12	Assistant City Electrician	21,517	22,802	24,752	24,590	26,060	28,288
12	Geographic Information System Database Programmer	21,517	22,802	24,752	24,590	26,060	28,288
12	Instrumentation Electrician	21,517	22,802	24,752	24,590	26,060	28,288
12	Recreation Specialist	21,517	22,802	24,752	24,590	26,060	28,288
12	Volunteer Coordinator	21,517	22,802	24,752	24,590	26,060	28,288
12	Youth Development Program Leader	21,517	22,802	24,752	24,590	26,060	28,288
12	Youth Worker	21,517	22,802	24,752	24,590	26,060	28,288
11	Assistant Fiscal Manager	21,403	22,687	24,615	24,460	25,928	28,130
11	City Buyer	21,403	22,687	24,615	24,460	25,928	28,130
11	Office Manager	21,403	22,687	24,615	24,460	25,928	28,130
11	Utilities Systems Location Technician	21,403	22,687	24,615	24,460	25,928	28,130
11	Water/Wastewater Treatment Plant Operator	21,403	22,687	24,615	24,460	25,928	28,130
10	Administrative Assistant	20,715	21,952	23,812	23,673	25,090	27,212
10	Administrative Assistant (Financial Management)	20,715	21,952	23,812	23,673	25,090	27,212
10	Code Enforcement Officer	20,715	21,952	23,812	23,673	25,090	27,212

# APPENDIX A

## 2004 CSEA ADMINISTRATIVE UNIT SALARY PLAN

Grade	Title	35 HOUR SALARIES			40 HOUR SALARIES		
		MINIMUM 0-2 YRS	MIDPOINT 2-5 YRS	MAXIMUM 5+ YRS	MINIMUM 0-2 YRS	MIDPOINT 2-5 YRS	MAXIMUM 5+ YRS
10	Senior Community Service Officer	20,715	21,952	23,812	23,673	25,090	27,212
9	Permit Clerk	20,027	21,219	23,032	22,886	24,250	26,321
9	Principal Account Clerk	20,027	21,219	23,032	22,886	24,250	26,321
8	Wastewater Treatment Plant Operator	19,361	20,531	22,274	22,127	23,463	25,457
8	Water Treatment Plant Operator	19,361	20,531	22,274	22,127	23,463	25,457
7	Customer Service Representative	18,741	19,865	21,564	21,419	22,703	24,644
7	Educational Instructor	18,741	19,865	21,564	21,419	22,703	24,644
7	Laboratory Technician	18,741	19,865	21,564	21,419	22,703	24,644
7	Senior Typist	18,741	19,865	21,564	21,419	22,703	24,644
7	Water Meter Technician	18,741	19,865	21,564	21,419	22,703	24,644
6	Recreation Leader	18,490	19,591	21,264	21,131	22,389	24,303
5	Senior Account Clerk	17,571	18,626	20,210	20,083	21,288	23,097
5	Senior Account Clerk-Typist	17,571	18,626	20,210	20,083	21,288	23,097
4	Customer Service Representative Trainee	16,953	17,962	19,498	19,374	20,527	22,284
4	Recreation Assistant	16,953	17,962	19,498	19,374	20,527	22,284
4	Storekeeper	16,953	17,962	19,498	19,374	20,527	22,284
4	Wastewater Treatment Plant Operator Trainee	16,953	17,962	19,498	19,374	20,527	22,284
4	Water Treatment Plant Operator Trainee	16,953	17,962	19,498	19,374	20,527	22,284
3	Engineering Aide	16,677	17,687	19,177	19,060	20,213	21,918
2	Account Clerk	15,965	16,930	18,352	18,247	19,347	20,974
2	Account Clerk-Typist	15,965	16,930	18,352	18,247	19,347	20,974
2	Clerk	15,965	16,930	18,352	18,247	19,347	20,974
2	Community Service Officer	15,965	16,930	18,352	18,247	19,347	20,974
2	Data Entry Specialist	15,965	16,930	18,352	18,247	19,347	20,974
2	Financial Clerk	15,965	16,930	18,352	18,247	19,347	20,974
2	Receptionist	15,965	16,930	18,352	18,247	19,347	20,974
2	Typist	15,965	16,930	18,352	18,247	19,347	20,974

# APPENDIX A

## 2005 CSEA ADMINISTRATIVE UNIT SALARY PLAN

Grade	Title	35 HOUR SALARIES			40 HOUR SALARIES		
		MINIMUM 0-2 YRS	MIDPOINT 2-5 YRS	MAXIMUM 5+ YRS	MINIMUM 0-2 YRS	MIDPOINT 2-5 YRS	MAXIMUM 5+ YRS
22	Senior Plan Examiner	43,392	46,018	49,954	49,595	52,594	57,093
21	Engineering Systems Manager	40,179	42,608	46,254	45,921	48,697	52,864
21	Historic Preservation and Neighborhood Planner	40,179	42,608	46,254	45,921	48,697	52,864
21	Planning Systems Manager	40,179	42,608	46,254	45,921	48,697	52,864
20	Assistant Civil Engineer	37,068	39,288	42,620	42,363	44,901	48,708
20	Youth and Preteen Program Administrator	37,068	39,288	42,620	42,363	44,901	48,708
19	Assistant Engineering Systems Manager	33,182	35,176	38,153	37,922	40,200	43,604
19	Economic Development Planner	33,182	35,176	38,153	37,922	40,200	43,604
19	Environmental and Landscape Planner	33,182	35,176	38,153	37,922	40,200	43,604
19	Plan Review Officer	33,182	35,176	38,153	37,922	40,200	43,604
19	Planner II	33,182	35,176	38,153	37,922	40,200	43,604
18	Director of Laboratories	30,936	32,803	35,579	35,356	37,490	40,662
18	Youth Development Coordinator	30,936	32,803	35,579	35,356	37,490	40,662
17	Electrical Inspector	30,483	32,324	35,050	34,836	36,942	40,057
17	Environmental Analyst	30,483	32,324	35,050	34,836	36,942	40,057
17	Junior Engineer	30,483	32,324	35,050	34,836	36,942	40,057
17	Senior Code Inspector	30,483	32,324	35,050	34,836	36,942	40,057
16	Code Inspector	29,043	30,785	33,410	33,193	35,182	38,181
16	Plumbing Inspector	29,043	30,785	33,410	33,193	35,182	38,181
16	Supervisor of Electrical Services	29,043	30,785	33,410	33,193	35,182	38,181
15	Building Inspector	28,868	30,608	33,207	32,991	34,981	37,951
15	Housing Inspector	28,868	30,608	33,207	32,991	34,981	37,951
15	Recreation Supervisor	28,868	30,608	33,207	32,991	34,981	37,951
15	Youth Program Coordinator	28,868	30,608	33,207	32,991	34,981	37,951
14	Parts and Supplies Manager	25,385	26,899	29,195	29,011	30,742	33,366
13	Assistant Chief Wastewater Treatment Plant Operator	25,258	26,772	29,043	28,868	30,598	33,193
13	Assistant Chief Water Treatment Plant Operator	25,258	26,772	29,043	28,868	30,598	33,193
13	Electrician	25,258	26,772	29,043	28,868	30,598	33,193
13	Engineering Technician	25,258	26,772	29,043	28,868	30,598	33,193
13	Pretreatment Coordinator	25,258	26,772	29,043	28,868	30,598	33,193
13	Senior Water Treatment Plant Operator	25,258	26,772	29,043	28,868	30,598	33,193
12	Assistant City Electrician	23,669	25,083	27,227	27,049	28,665	31,116
12	Geographic Information System Database Programmer	23,669	25,083	27,227	27,049	28,665	31,116
12	Instrumentation Electrician	23,669	25,083	27,227	27,049	28,665	31,116
12	Recreation Specialist	23,669	25,083	27,227	27,049	28,665	31,116
12	Volunteer Coordinator	23,669	25,083	27,227	27,049	28,665	31,116
12	Youth Development Program Leader	23,669	25,083	27,227	27,049	28,665	31,116
12	Youth Worker	23,669	25,083	27,227	27,049	28,665	31,116
11	Assistant Fiscal Manager	23,544	24,956	27,077	26,906	28,521	30,943
11	City Buyer	23,544	24,956	27,077	26,906	28,521	30,943
11	Office Manager	23,544	24,956	27,077	26,906	28,521	30,943
11	Utilities Systems Location Technician	23,544	24,956	27,077	26,906	28,521	30,943
11	Water/Wastewater Treatment Plant Operator	23,544	24,956	27,077	26,906	28,521	30,943
10	Administrative Assistant	22,787	24,147	26,193	26,041	27,599	29,934
10	Administrative Assistant (Financial Management)	22,787	24,147	26,193	26,041	27,599	29,934
10	Code Enforcement Officer	22,787	24,147	26,193	26,041	27,599	29,934

# APPENDIX A

## 2005 CSEA ADMINISTRATIVE UNIT SALARY PLAN

Grade	Title	35 HOUR SALARIES			40 HOUR SALARIES		
		MINIMUM 0-2 YRS	MIDPOINT 2-5 YRS	MAXIMUM 5+ YRS	MINIMUM 0-2 YRS	MIDPOINT 2-5 YRS	MAXIMUM 5+ YRS
10	Senior Community Service Officer	22,787	24,147	26,193	26,041	27,599	29,934
9	Permit Clerk	22,029	23,341	25,335	25,175	26,675	28,953
9	Principal Account Clerk	22,029	23,341	25,335	25,175	26,675	28,953
8	Wastewater Treatment Plant Operator	21,298	22,585	24,501	24,339	25,810	28,002
8	Water Treatment Plant Operator	21,298	22,585	24,501	24,339	25,810	28,002
7	Customer Service Representative	20,616	21,852	23,720	23,561	24,974	27,109
7	Educational Instructor	20,616	21,852	23,720	23,561	24,974	27,109
7	Laboratory Technician	20,616	21,852	23,720	23,561	24,974	27,109
7	Senior Typist	20,616	21,852	23,720	23,561	24,974	27,109
7	Water Meter Technician	20,616	21,852	23,720	23,561	24,974	27,109
6	Recreation Leader	20,338	21,550	23,391	23,244	24,628	26,733
5	Senior Account Clerk	19,329	20,489	22,231	22,091	23,417	25,407
5	Senior Account Clerk-Typist	19,329	20,489	22,231	22,091	23,417	25,407
4	Customer Service Representative Trainee	18,648	19,758	21,448	21,312	22,580	24,512
4	Recreation Assistant	18,648	19,758	21,448	21,312	22,580	24,512
4	Storekeeper	18,648	19,758	21,448	21,312	22,580	24,512
4	Wastewater Treatment Plant Operator Trainee	18,648	19,758	21,448	21,312	22,580	24,512
4	Water Treatment Plant Operator Trainee	18,648	19,758	21,448	21,312	22,580	24,512
3	Engineering Aide	18,345	19,455	21,095	20,966	22,234	24,109
2	Account Clerk	17,562	18,623	20,187	20,072	21,282	23,071
2	Account Clerk-Typist	17,562	18,623	20,187	20,072	21,282	23,071
2	Clerk	17,562	18,623	20,187	20,072	21,282	23,071
2	Community Service Officer	17,562	18,623	20,187	20,072	21,282	23,071
2	Data Entry Specialist	17,562	18,623	20,187	20,072	21,282	23,071
2	Financial Clerk	17,562	18,623	20,187	20,072	21,282	23,071
2	Receptionist	17,562	18,623	20,187	20,072	21,282	23,071
2	Typist	17,562	18,623	20,187	20,072	21,282	23,071



# APPENDIX A

## 2006 CSEA ADMINISTRATIVE UNIT SALARY PLAN

Grade	Title	35 HOUR SALARIES			40 HOUR SALARIES		
		MINIMUM 0-2 YRS	MIDPOINT 2-5 YRS	MAXIMUM 5+ YRS	MINIMUM 0-2 YRS	MIDPOINT 2-5 YRS	MAXIMUM 5+ YRS
22	Senior Plan Examiner	44,911	47,629	51,702	51,331	54,435	59,091
21	Engineering Systems Manager	41,585	44,099	47,872	47,528	50,402	54,714
21	Historic Preservation and Neighborhood Planner	41,585	44,099	47,872	47,528	50,402	54,714
21	Planning Systems Manager	41,585	44,099	47,872	47,528	50,402	54,714
20	Assistant Civil Engineer	38,366	40,663	44,112	43,846	46,473	50,413
20	Youth and Preteen Program Administrator	38,366	40,663	44,112	43,846	46,473	50,413
19	Assistant Engineering Systems Manager	34,344	36,407	39,488	39,249	41,607	45,130
19	Economic Development Planner	34,344	36,407	39,488	39,249	41,607	45,130
19	Environmental and Landscape Planner	34,344	36,407	39,488	39,249	41,607	45,130
19	Plan Review Officer	34,344	36,407	39,488	39,249	41,607	45,130
19	Planner II	34,344	36,407	39,488	39,249	41,607	45,130
18	Director of Laboratories	32,019	33,952	36,824	36,594	38,802	42,085
18	Youth Development Coordinator	32,019	33,952	36,824	36,594	38,802	42,085
17	Electrical Inspector	31,550	33,455	36,276	36,056	38,234	41,459
17	Environmental Analyst	31,550	33,455	36,276	36,056	38,234	41,459
17	Junior Engineer	31,550	33,455	36,276	36,056	38,234	41,459
17	Senior Code Inspector	31,550	33,455	36,276	36,056	38,234	41,459
16	Code Inspector	30,060	31,862	34,579	34,355	36,413	39,517
16	Plumbing Inspector	30,060	31,862	34,579	34,355	36,413	39,517
16	Supervisor of Electrical Services	30,060	31,862	34,579	34,355	36,413	39,517
15	Building Inspector	29,878	31,680	34,369	34,145	36,205	39,280
15	Housing Inspector	29,878	31,680	34,369	34,145	36,205	39,280
15	Recreation Supervisor	29,878	31,680	34,369	34,145	36,205	39,280
15	Youth Program Coordinator	29,878	31,680	34,369	34,145	36,205	39,280
14	Parts and Supplies Manager	26,273	27,840	30,217	30,027	31,818	34,534
13	Assistant Chief Wastewater Treatment Plant Operator	26,142	27,709	30,060	29,878	31,669	34,355
13	Assistant Chief Water Treatment Plant Operator	26,142	27,709	30,060	29,878	31,669	34,355
13	Electrician	26,142	27,709	30,060	29,878	31,669	34,355
13	Engineering Technician	26,142	27,709	30,060	29,878	31,669	34,355
13	Pretreatment Coordinator	26,142	27,709	30,060	29,878	31,669	34,355
13	Senior Water Treatment Plant Operator	26,142	27,709	30,060	29,878	31,669	34,355
12	Assistant City Electrician	24,497	25,961	28,180	27,996	29,669	32,205
12	Geographic Information System Database Programmer	24,497	25,961	28,180	27,996	29,669	32,205
12	Instrumentation Electrician	24,497	25,961	28,180	27,996	29,669	32,205
12	Recreation Specialist	24,497	25,961	28,180	27,996	29,669	32,205
12	Volunteer Coordinator	24,497	25,961	28,180	27,996	29,669	32,205
12	Youth Development Program Leader	24,497	25,961	28,180	27,996	29,669	32,205
12	Youth Worker	24,497	25,961	28,180	27,996	29,669	32,205
11	Assistant Fiscal Manager	24,368	25,829	28,024	27,848	29,519	32,026
11	City Buyer	24,368	25,829	28,024	27,848	29,519	32,026
11	Office Manager	24,368	25,829	28,024	27,848	29,519	32,026
11	Utilities Systems Location Technician	24,368	25,829	28,024	27,848	29,519	32,026
11	Water/Wastewater Treatment Plant Operator	24,368	25,829	28,024	27,848	29,519	32,026
10	Administrative Assistant	23,585	24,993	27,110	26,952	28,565	30,981
10	Administrative Assistant (Financial Management)	23,585	24,993	27,110	26,952	28,565	30,981
10	Code Enforcement Officer	23,585	24,993	27,110	26,952	28,565	30,981

# APPENDIX A

## 2006 CSEA ADMINISTRATIVE UNIT SALARY PLAN

Grade	Title	35 HOUR SALARIES			40 HOUR SALARIES		
		MINIMUM 0-2 YRS	MIDPOINT 2-5 YRS	MAXIMUM 5+ YRS	MINIMUM 0-2 YRS	MIDPOINT 2-5 YRS	MAXIMUM 5+ YRS
10	Senior Community Service Officer	23,585	24,993	27,110	26,952	28,565	30,981
9	Permit Clerk	22,800	24,158	26,222	26,056	27,609	29,967
9	Principal Account Clerk	22,800	24,158	26,222	26,056	27,609	29,967
8	Wastewater Treatment Plant Operator	22,043	23,375	25,359	25,191	26,713	28,983
8	Water Treatment Plant Operator	22,043	23,375	25,359	25,191	26,713	28,983
7	Customer Service Representative	21,337	22,616	24,550	24,386	25,848	28,057
7	Educational Instructor	21,337	22,616	24,550	24,386	25,848	28,057
7	Laboratory Technician	21,337	22,616	24,550	24,386	25,848	28,057
7	Senior Typist	21,337	22,616	24,550	24,386	25,848	28,057
7	Water Meter Technician	21,337	22,616	24,550	24,386	25,848	28,057
6	Recreation Leader	21,050	22,304	24,209	24,058	25,490	27,669
5	Senior Account Clerk	20,005	21,206	23,009	22,864	24,236	26,296
5	Senior Account Clerk-Typist	20,005	21,206	23,009	22,864	24,236	26,296
4	Customer Service Representative Trainee	19,300	20,450	22,199	22,058	23,370	25,370
4	Recreation Assistant	19,300	20,450	22,199	22,058	23,370	25,370
4	Storekeeper	19,300	20,450	22,199	22,058	23,370	25,370
4	Wastewater Treatment Plant Operator Trainee	19,300	20,450	22,199	22,058	23,370	25,370
4	Water Treatment Plant Operator Trainee	19,300	20,450	22,199	22,058	23,370	25,370
3	Engineering Aide	18,987	20,136	21,833	21,700	23,012	24,953
2	Account Clerk	18,177	19,275	20,893	20,775	22,027	23,879
2	Account Clerk-Typist	18,177	19,275	20,893	20,775	22,027	23,879
2	Clerk	18,177	19,275	20,893	20,775	22,027	23,879
2	Community Service Officer	18,177	19,275	20,893	20,775	22,027	23,879
2	Data Entry Specialist	18,177	19,275	20,893	20,775	22,027	23,879
2	Financial Clerk	18,177	19,275	20,893	20,775	22,027	23,879
2	Receptionist	18,177	19,275	20,893	20,775	22,027	23,879
2	Typist	18,177	19,275	20,893	20,775	22,027	23,879

## **APPENDIX B**

Dear

In accordance with the provisions of the Agreement between the City of Ithaca and the Civil Service Employees Association, you are informed that a disciplinary proceeding against you is hereby instituted. The reasons for this disciplinary action and the corresponding penalty are contained in the attachment to this letter.

If you wish to grieve this Notice of Discipline, you may do so by completing a Grievance Form and filing it within ten (10) calendar days of service of this Notice with this office.

You are provided two copies of the Notice of Discipline so that you can furnish one to your union representative, (employees in your negotiating unit are represented by the Civil Service Employees Association {C.S.E.A.}), and a copy of the Dismissal and Grievance Procedure Article. You should read carefully the attached statements relating to the disciplinary grievance procedures and to the rights provided to you by the City-C.S.E.A. Agreement.

You and/or your representative should contact this office within the ten (10) calendar days to arrange a meeting to discuss the possibility of settling this Notice of Discipline on a mutually satisfactory basis. Such settlement discussion in no way abridges or otherwise limits your contractual rights to appeal this Notice of Discipline.

Very truly yours,

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## APPENDIX C

### CSEA Administrative Unit Contract 2003-2006

#### Health Insurance Employee Contribution

Estimated PE	family plan \$ 773.05	\$ 885.14	\$ 952.41	\$ 1,095.27 *
Per month	individual plan \$ 337.60	\$ 386.55	\$ 415.93	\$ 478.32 *

Year		2003	2004	Monthly	2005	Monthly		2006	Monthly	
% of Premium Equivalent(PE)		<u>0%</u>	<u>0%</u>	<u>cost</u>	<u>5%</u>	<u>cost</u>	<u>Annual</u>	<u>7%</u>	<u>cost</u>	<u>Annual</u>
<u>Base Salary Income Range</u>										
up to	\$ 20,000	29%	29%	\$ - f	29%	\$ 13.81 f	\$ 165.72	29%	\$ 22.23 f	\$ 266.81
				\$ - l		\$ 6.03 l	\$ 72.37		\$ 9.71 l	\$ 116.52
\$ 20,001	\$ 30,000	37%	37%	\$ - f	37%	\$ 17.62 f	\$ 211.44	37%	\$ 28.37 f	\$ 340.41
				\$ - l		\$ 7.69 l	\$ 92.34		\$ 12.39 l	\$ 148.66
\$ 30,001	\$ 40,000	46%	46%	\$ - f	46%	\$ 21.91 f	\$ 262.87	46%	\$ 35.27 f	\$ 423.21
				\$ - l		\$ 9.57 l	\$ 114.80		\$ 15.40 l	\$ 184.82
\$ 40,001	\$ 50,000	54%	54%	\$ - f	54%	\$ 25.72 f	\$ 308.58	54%	\$ 41.40 f	\$ 496.82
				\$ - l		\$ 11.23 l	\$ 134.76		\$ 18.08 l	\$ 216.97
\$ 50,001	\$ 60,000	63%	63%	\$ - f	63%	\$ 30.00 f	\$ 360.01	63%	\$ 48.30 f	\$ 579.62
				\$ - l		\$ 13.10 l	\$ 157.22		\$ 21.09 l	\$ 253.13
\$ 60,001	\$ 70,000	75%	75%	\$ - f	75%	\$ 35.72 f	\$ 428.58	75%	\$ 57.50 f	\$ 690.02
				\$ - l		\$ 15.60 l	\$ 187.17		\$ 25.11 l	\$ 301.34
\$ 70,001	\$ 80,000	92%	92%	\$ - f	92%	\$ 43.81 f	\$ 525.73	92%	\$ 70.54 f	\$ 846.43
				\$ - l		\$ 19.13 l	\$ 229.59		\$ 30.80 l	\$ 369.65
\$ 80,001	and above	100%	100%	\$ - f	100%	\$ 47.62 f	\$ 571.45	100%	\$ 76.67 f	\$ 920.03
				\$ - l		\$ 20.80 l	\$ 249.56		\$ 33.48 l	\$ 401.79

New Employees hired 1/1/05 or after or when contract signed, pay full % of premium equivalent NOT based on sliding scale as follows:

2005	5%
2006	7%

\*The 2006 premium equivalent rates are estimated at 15% increases of prior year rate. These rates are subject to increase or decrease based on actual pe rate applicable.

